

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1300795072		PAGE OF 1 30				
2. CONTRACT NO. N00014-19-C-7001			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00014-19-R-SS14			
							6. SOLICITATION ISSUE DATE 07/31/2019			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Adrian Kimbrough-Roman				b. TELEPHONE NUMBER (No collect calls) 703-588-2432		8. OFFER DUE DATE/LOCAL TIME ET		
9. ISSUED BY Office of Naval Research (BD253) Tracie Simmons 703-696-7827 tracie.simmons@navy.mil 875 N. Randolph Street Arlington VA 22203-1995			CODE N00014		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A)				NAICS: 541990 SIZE STANDARD: \$15.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING UNRATED			
							14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO See Section E			CODE N00014		16. ADMINISTERED BY Office of Naval Research 875 North Randolph Street Suite 1425 Arlington VA 22203					
17a. CONTRACTOR/OFFEROR 1Prospect Technologies, LLC Attn: Lorene Reeder 3215 West State Street Suite 309A Milwaukee WI 53208 TELEPHONE NO. 2107221380		CODE 3B3Y0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMB WEST ENTL PO BOX 182381 COLUMBUS OH 43218-2381				
						CODE HQ0339				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
(Use Reverse and/or Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA See Section G						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$896,058.25				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)					
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Tracie Simmons			31c. DATE SIGNED 08/08/2019		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section B - Supplies or Services/Prices

CLINs/SLINs

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Monthly Project and Financial Status Reports Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 9 Unit: MO				(b) (4)
000101	ACRN AA (Qty:0 and Amt:(b) (4)) Award Type: Firm-fixed-price		MO		
0002	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Kickoff Meeting, Kickoff Meeting Summary Report, and Quality Control Plan Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				
000201	ACRN AA (Qty:0 and Amt:(b) (4)) Award Type: Firm-fixed-price		EA		
0003	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Study Plan Draft Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				
000301	ACRN AA (Qty:0 and Amt:(b) (4)) Award Type: Firm-fixed-price		EA		
0004	Intentionally left blank (Task removed from PWS by the Government) Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: R410		EA	0.00	
0005	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with				

N00014-19-C-7001 BASE

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Exhibit A to perform the following: Summary of Required Core Competencies and Changes Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				(b) (4)
000501	ACRN AA (Qty:0 and Amt: (b) (4)) Award Type: Firm-fixed-price		EA		
0006	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of Suitability of Alternative Sources Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				
000601	ACRN AA (Qty:0 and Amt: (b) (4)) Award Type: Firm-fixed-price		EA		
0007	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of FFRDC Effectiveness Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				
000701	ACRN AA (Qty:0 and Amt: (b) (4)) Award Type: Firm-fixed-price		EA		
0008	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of FFRDC Efficiency Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				
000801	ACRN AA (Qty:0 and Amt: (b) (4)) Award Type: Firm-fixed-price		EA		
0009	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of FFRDC Management Controls				

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				(b) (4)
000901	ACRN AA (Qty:0 and Amt: \$196,557.90) Award Type: Firm-fixed-price		EA		
0010	Intentionally left blank (Task removed from PWS by the Government) Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: R410		EA	0.00	
0011	Intentionally left blank (Task removed from PWS by the Government) Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: R410		EA	0.00	
0012	Other Direct Costs (Travel, Material, Reproduction), Not-to-Exceed (Cost Reimbursement, No Fee) associated with support services under CLINs 0001-0011 and 0013-0014 (if exercised). Award Type: Firm-fixed-price Product/Service Code: R410 Quantity: 1 Unit: EA				
001201	ACRN AA (Qty:0 and Amt: (b) (4)) Award Type: Firm-fixed-price		LO		
0013	Option I (If Exercised): The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Draft Report of Government Management Controls Review and Suggestions Award Type: Firm-fixed-price Amount: (b) (4) (Option Line Item) Product/Service Code: R410				
0014	Intentionally left blank (Task removed from PWS by the Government) Obligated Amount: \$0.00 Award Type: Firm-fixed-price Product/Service Code: R410		EA	0.00	

The total amount of the base and exercised options is \$896,058.25.

The total potential amount for this action is \$1,155,298.00.

Section C - Description/Specifications

ONR- Statement of Work

The Contractor shall conduct the effort under CLIN(s) 0001 through 0003, 0005 through 0009, and 0012 in accordance with Attachment Number 1, Performance Work Statement, entitled Center for Naval Analysis (CNA) Comprehensive Review and Exhibit A, Contract Data Requirements List.

If Option 1 is exercised, the Contractor shall conduct the effort under CLIN 0013 in accordance with Attachment Number 1, Performance Work Statement, entitled, Center for Naval Analysis (CNA) Comprehensive Review and Exhibit A, Contract Data Requirements List.

Section D - Packaging and Marking

ONR- Packaging and Marking

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

Section E - Inspection and Acceptance

ONR- Award Inspection and Acceptance

Inspection and acceptance of the reports and/or other deliverables under this contract will be accomplished by the COR and COTR designated in Section G of this contract, who shall have thirty (30) days after contractual delivery for acceptance.

Section F - Deliveries or Performance

ONR- Period of Performance

The effort performed under CLIN(s) 0001 through 0003, 0005 through 0009, and 0012 shall be conducted from 08/08/2019 through 05/08/2020.

If Option I is exercised, the effort performed under CLIN 0013 shall be conducted from date of option exercise through 2 months.

CLIN(s)/SLIN(s) will be delivered as follows:

Item/Sub Number	Item Description	Delivery Code	Delivery Address	Period of Performance (if applicable)	Delivery No Later Than (if applicable)
0001	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Monthly Project and Financial St	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000	8/8/2019 - 5/8/2020	
0002	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following:	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-	8/8/2019 - 5/8/2020	

Item/Sub Number	Item Description	Delivery Code	Delivery Address	Period of Performance (if applicable)	Delivery No Later Than (if applicable)
	Kickoff Meeting, Kickoff Meeting		2000		
0003	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Study Plan Draft	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000	8/8/2019 - 5/8/2020	
0004	Intentionally left blank (Task removed from PWS by the Government)	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000		
0005	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of Required Core Compete	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000	8/8/2019 - 5/8/2020	
0006	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of Suitability of Altern	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000	8/8/2019 - 5/8/2020	
0007	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of FFRDC Effectiveness	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000	8/8/2019 - 5/8/2020	
0008	The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of FFRDC Efficiency	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000	8/8/2019 - 5/8/2020	
0009	The Contractor shall furnish the necessary personnel to conduct the work described in the	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil	8/8/2019 - 5/8/2020	

Item/Sub Number	Item Description	Delivery Code	Delivery Address	Period of Performance (if applicable)	Delivery No Later Than (if applicable)
	PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Summary of FFRDC Management Cont		Program Analyst 2000 Navy Pentagon Washington DC 20350-2000		
0010	Intentionally left blank (Task removed from PWS by the Government)	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000		
0011	Intentionally left blank (Task removed from PWS by the Government)	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000		
0012	Other Direct Costs (Travel, Material, Reproduction), Not-to-Exceed (Cost Reimbursement, No Fee) associated with support services under CLINs 0001-0011 and 0013-0014 (if exercised).	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000	8/8/2019 - 5/8/2020	
0013	Option I (If Exercised): The Contractor shall furnish the necessary personnel to conduct the work described in the PWS, Attachment 1, and in accordance with Exhibit A to perform the following: Draft R	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000		
0014	Intentionally left blank (Task removed from PWS by the Government)	N00011	OPNAV N803 Attn: Deeshanae Brown 703-693-8890 deeshanae.brown@navy.mil Program Analyst 2000 Navy Pentagon Washington DC 20350-2000		

1) Any request for a period of performance extension shall be submitted in writing to the Contracting Officer and Contracting Officer Representative (COR)/Program Officer no later than thirty (30) days prior to the expiration of the contract to allow the Government time to consider, and if approved, process the request. Requests submitted less than thirty (30) prior to the expiration of the contract may be rejected and not processed by the Government.

2) The request shall include (a) Contract Number, (b) Contract Line Item number (CLIN) associated with the extension, (c) current expiration date of the CLIN associated with the extension, (d) revised date for which the extension is requested, (e) the name of the COR associated with this contract and his/her Program Code, (f) the rationale as to why the extension is required, (g) status of the remaining task(s) to be

completed during the extension period, (h) plan of action for completing the effort, and (i) evidence of sufficient funding under the CLIN to ensure remaining task(s) may be completed during the extension.

ONR- Place of Delivery

All deliverable items (e.g., prototypes and software stated in Section B, and reports and data listed in the DD1423) shall be F.O.B. Destination.

Section G - Contract Administration Data

ONR- Procuring Office Representative

In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 31A on Standard Form 1449.

Contract Negotiator -- Contract Negotiator -- Adrian Kimbrough Roman, BD253, (P) (703) 588 2432, Email: Adrian.roman@navy.mil

Contracting Officer Technical Representative (COTR) - Tammy Tippie, NAO, (P) (703) 693 7673, Email: Tammy.l.tippie@navy.mil

Contracting Officer Representative (COR) – Deeshanae Brown, OPNAV N803, (P) (703) 693 8890, Email: Deeshanae.brown@navy.mil

Security Matters – Ms. Torri Powell, ONR 43, (P) (703) 696 8177, Email: torri.powell@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (P) (703) 696-4000, Email: john.forrest@navy.mil

ONR- Contract Administration Delegation

In accordance with FAR 42.202, the contracting officer delegates all contract administration functions listed in FAR 42.302(a).

The Contractor is advised to direct all inquiries concerning administration of this contract to the Administrative Contracting Officer designated in Block 16 of the Standard Form 1449 of this contract.

ONR- Award Distribution (JULY 2015)

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award form used:

Distribution:	SF 26	SF 30	SF 33	SF 1449	DD1155
Contractor	See Block 7	See Block 8	See Block 15A	See Block 17a	See Block 9
Program Office	See Block 11 or Section G	See Block 6	See Block 11 or Section G	See Block 15	See Block 14
Administrative Contracting Office	See Block 6	See Block 7	See Block 24	See Block 16	See Block 7
Payment Office	See Block 12	See Block 14	See Block 25	See Block 18a	See Block 15
Auditor	See Section G	See Section G	See Section G	See Section G	See Section G

ONR- Type of Award

This is a Firm-Fixed-Price Completion type contract.

ONR- Financial Accounting Data

ACRN	List of Item/Sub Number (LI#)	Line of Accounting (LOA)	Total Amount
AA	000101, 000201, 000301, 000501, 000601, 000701, 000801, 000901, 001201	1781319 W668 251 00014 0 050120 2D 000000 A00005133324	\$896,058.25
Total Obligated Amount			\$896,058.25

ONR- Funding Source Information

The following table provides information related to the Line of Accounting (LOA) listed in the Financial Accounting Data table. Any payment inquiries involving the LOAs listed above should be directed to the funding point of contact (POC) in the below table.

ACRN	Requisition/Purch Request No.	Funding Document	Point of Contact (POC)
AA	N0001419PR01159 / 1300795072	N/A	ONR FM ONR_FM.fct@navy.mil (703) 696-1188

ONR- Award Notification/Distribution

Office of Naval Research (ONR) award and modification documents are available via the Department of Defense (DoD) Electronic Document Access System (EDA) within the Procurement Integrated Enterprise Environment (PIEE)(<https://wawf.eb.mil/>).

EDA is a Web-based system that provides secure online access, storage and retrieval of awards and modifications to DoD employees and vendors (including contractors and recipients).

ONR creates an award notification profile for every award prior to the execution of the award using email addresses provided in the proposal or application. The notification profile will use the email address from the Business Point of Contact in the proposal to notify the recipient of an award.

If your organization needs to correct the EDA notification profile for an ONR award, please contact us at the following email address: ONR.NCR.BD024.list.HQ@navy.mil.

The following information should be provided:

- Email Subject: EDA Award Notification Change Request;
- ONR Award Number
- The new email address to be added to the EDA award notification profile.
- First name
- Last name

f. Organization

IMPORTANT: In some cases, EDA notifications are appearing in recipients' Junk Email folder. If you are experiencing issues receiving EDA notifications, please check your junk email. If found, please mark EDA notifications as "not junk."

EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate accounts.

ONR- Payment Instructions

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table located at

https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions. (DEC 2018)

(a) *Definitions.* As used in this clause-

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

Payment request and receiving report are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type*. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Invoice and Receiving Report (Combo)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Destination/Destination (D/D)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.)

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00014
Admin DoDAAC**	N00014
Inspect By DoDAAC	Not Applicable
Ship To Code	N00014
Ship From Code	Not Applicable
Mark For Code	Not Applicable

Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	N00014
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

Contractor must include the email address of the assigned COR referenced in the award when submitting invoices.

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

For WAWF Vendor support, please contact the WAWF Help Desk (disa.ogden.esd.mbx.cscassig@mail.mil; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (<http://www.dfas.mil/contractorsvendors/dodaacsvc.html>); for additional assistance, please contact ONR.NCR.BD021.list.all@navy.mil.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

ONR- Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Office of Naval Research via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address www.ecmra.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at dod.ecmra.support.desk@mail.mil.

ONR- DD254

A DD254 is provided in Section J as Attachment Number 3.

ONR- Safeguarding Information and Nondisclosure Agreement

Contractor personnel assigned to this award are required to execute a Nondisclosure Agreement (NDA) prior to starting work. The NDA is provided in Section J as Attachment Number 5.

Government Sponsor personnel interviewed by the contractor personnel assigned to this award are required to execute a Nondisclosure Agreement (NDA) prior to being interviewed by contractor personnel assigned to this award. The NDA is provided in Section J as Attachment Number 6.

ONR- Special Requirements for Service Contracts

a) Inherently Governmental Functions – No inherently government functions as defined in FAR 2.101 and FAR 7.5 are to be performed by the contractor or contractor personnel performing under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

b) Non-Personal Services Contract – In accordance with FAR 37.101, this contract is a non-personal services contract. Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

c) Identification of Contractor Personnel – In accordance with DFARS 211.106, contractor personnel shall never identify themselves as representing the Office of Naval Research (ONR), but rather shall identify themselves as being under contract to ONR. To that end, contractor personnel shall 1) identify themselves as contractor personnel at meetings by introducing themselves or being introduced as contractor personnel; 2) display distinguishing badges or other visible identification for meetings with Government personnel; 3) identify themselves as contractor employees in telephone conversations, formal and informal (e.g. email, email signatures) written correspondence, when using fax cover sheets, and on business cards (letterhead, fax cover sheets, and business cards may include the "Office of Naval Research" name, but shall not include the Office of Naval Research logo or any related graphic); and 4) identify themselves as contractor personnel on office name plates and office space markings.

ONR- Changes Only By Contracting Officer

- a) No order, statement or conduct of Government persons who meet or communicate with the contractor during the performance of this contract shall constitute a change under the "changes" clause of this contract.
- b) The contractor shall not comply with any order, direction or request of Government personnel that alters the terms of the contract unless it has been approved in writing and signed by the Contracting Officer.
- c) The Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in contract price or period of performance to cover any increase in costs incurred as a result thereof.

ONR- Incorporation of the Contractor's Technical and Price Proposal

Contractor's proposal titled "Response to Solicitation N00014-19-R-SS14" dated 07/19/2019, revised 08/01/2019, including any revisions thereto, is incorporated herein by reference with the same force and effect as if set forth in full text. Nothing in the contractor's proposal shall constitute a waiver of any of the terms of the contract. For purposes of FAR clause 52.212-4 "Contract Terms and Conditions - Commercial Items.", the contractor's technical proposal shall be considered a Specification but the Governments PWS shall take precedence over the contractor's proposal.

ONR- Technical Direction

- (a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. Technical direction includes the following:
 - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:
 - (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract.
- (c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

ONR- Government Furnished Resources

The Government will provide information and material and forms unique to the Government for supporting the contract. If the Contractor believes that other Government resources are necessary for contract performance, it must request those resources from the Contracting Officer through the COR. The Contracting Officer is not obligated to provide those resources (See Attachment 7).

With the exception to the basic facility terms items noted above and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. The purchase of computer equipment shall not be proposed as a direct charge under this solicitation.

During the term of the contract, the Government may replace, modify, or improve equipment, systems, at the Government's expense and by means not associated with this contract. All replaced, improved, updated, or modernized, equipment and systems shall be operated by the Contractor, if applicable at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. Any training for software updates for Government systems will be provided by the Government to contractor personnel, if applicable.

The Contractor shall maintain accountability and inventory records of all GFE and GFM, i.e. laptops and mobiKey, furnished by the Government, if applicable. This report, if applicable shall be provided, as required (but no more frequently than annually) and with the final annual summary report of the final Option CLIN exercised. The Contractor shall incorporate COR, COTR and Contracting Officer recommendations in developing the format of this report.

Section I - Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>

(End of clause)

Clauses Included by Reference

Clause Database	Clause Number	Clause Title
FAR	52.204-2	Security Requirements. (AUG 1996)
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights. (SEP 2013)
DFARS	252.204-7004	Antiterrorism Awareness Training for Contractors. (FEB 2019)
DFARS	252.204-7005	Removed and Reserved. (APR 2019)
DFARS	252.204-7012	Safeguarding covered defense information and cyber incident reporting. (OCT 2016)
DFARS	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support. (MAY 2016)
DFARS	252.225-7048	Export-Controlled Items. (JUN 2013)
DFARS	252.227-7020	Rights in special works. (JUN 1995)
DFARS	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports. (DEC 2018)

Clause Database	Clause Number	Clause Title
DFARS	252.232-7009	Mandatory payment by Governmentwide commercial purchase card. (MAY 2018)

Clauses Included by Full Text

FAR 52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the

payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Removed and reserved.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAY 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (ii) Alternate I (JUL 2014) of 52.222-36.

[] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[](36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[](37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (OCT 2015) of 52.223-13.

[] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[X] (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☒ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [] (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of expiration of contract period of performance..

(End of clause)

FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 45 days of contract expiration.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60(months)(years).

(End of clause)

DFARS 252.219-7009 Section 8(a) direct award. (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is: Wisconsin District Office, 310 W. Wisconsin Ave., Suite 580W, Milwaukee, WI 53203 (414-297-3951)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Number	Title	Number of Pages
Exhibit A	Contract Data Requirements List (CDRLs)	11
1	Performance Work Statement (PWS)	8
2	QASP	7
3	DD254 SER:302-19	6
4	COR Appointment Letter	3
5	Non-Disclosure Agreement (NDA)-Contractor	3
6	Non-Disclosure Agreement (NDA)-Government Sponsor (Pending)	3
7	Government Furnished Information (GFI)	1
8	Standard Form 1449 - KO Signature	1

(2 Data Items)

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Tracie Simmons	6/17/2019	Tracie Simmons	6/28/2019

17. PRICE GROUP

**18. ESTIMATED
TOTAL PRICE**

(2 Data Items)

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Tracie Simmons	6/17/2019	Tracie Simmons	6/28/2019

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. 0012	B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>
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D. SYSTEM/ITEM Navy FFRDC Comprehensive Review	E. CONTRACT/PR NO. N00014-19-C-7001	F. CONTRACTOR 1 Prospect Technologies, LLC
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1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) Reports	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE See Section C	6. REQUIRING OFFICE See Section F
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7. DD 250 REQ XX*	9. DIST STATEMENT REQUIRED	10. FREQUENCY 2TIME	12. DATE OF FIRST SUBMISSION ***	14. DISTRIBUTION		
8. APP CODE N/A	B**	11. AS OF DATE ***	13. DATE OF SUBSEQUENT SUBMISSION ***	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg Repr

16. REMARKS *ECMRA Reports shall report ALL contract labor hours (including subcontractor labor hours) required for performance of services provided under this contract via the following secure data collection site: https://doncmra.nmci.navy.mil . The contractor is required to completely fill in all required data fields. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs OCT 1 through SEP 30. **Distribution Statement B. Distribution authorized to U.S. Government Agencies only (Administrative/Operational Use), Date (6/17/2019). Other requests for this document shall be referred to COR listed in Section G of the Contract. ***ECMRA reports may be reported any time during the FY, but no later than OCT 31 of each calendar year via secure data collection site.	15. TOTAL
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1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Travel Trip Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
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7. DD 250 REQ XX*	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ***	14. DISTRIBUTION		
8. APP CODE N/A	B**	11. AS OF DATE ***	13. DATE OF SUBSEQUENT SUBMISSION ***	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg Repr

16. REMARKS *Travel Trip Report may be provided in contractor format (subject to COR/COTR Approval). Trip Report shall include at a minimum: purpose of trip, dates of travel, task it is supporting, and significant outcome of the trip. **Distribution Statement B. Distribution authorized to U.S. Government Agencies only (Administrative/Operational Use), Date (6/17/2019). Other requests for this document shall be referred to COR listed in Section G of the Contract. ***The Travel Trip Report shall be submitted no later than 2 business days following the completion of travel for the Base CLIN(s) and Option CLIN(s) (if exercised) to the COR, COTR and KO via electronic submission.	15. TOTAL
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G. PREPARED BY Tracie Simmons	H. DATE 6/17/2019	I. APPROVED BY Tracie Simmons	J. DATE 6/28/2019
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17. PRICE GROUP
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188				
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO. 0003, 0012		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X						
D. SYSTEM/ITEM Navy FFRDC Comprehensive Review			E. CONTRACT/PR NO. N00014-19-C-7001		F. CONTRACTOR 1 Prospect Technologies, LLC					
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Study Plan				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Section C		6. REQUIRING OFFICE See Section F					
7. DD 250 REQ XX*	9. DIST STATEMENT REQUIRED	10. FREQUENCY 1 TIME/R	12. DATE OF FIRST SUBMISSION ***	14. DISTRIBUTION						
8. APP CODE N/A	B**	11. AS OF DATE ***	13. DATE OF SUBSEQUENT SUBMISSION ***	a. ADDRESSEE		b. COPIES				
						Draft	Final Reg Repro			
16. REMARKS *Study Plan may be provided in contractor format (subject to COR/COTR Approval). Study Plan shall include at a minimum: description of the recommended sampling method and size if the entire corpus of studies will not be examined, the specific analytic questions to be answered for each task, the data elements required for each task, description of the analytic methods, calculations and tools to be used to support each task, copies of any surveys or interview questions to be used for each task, and bibliography of any reference documents that support development of the study plan, a watermark that enables identification of the original copy of the study plan. **Distribution Statement B. Distribution authorized to U.S. Government Agencies only (Administrative/Operational Use), Date (6/17/2019). Other requests for this document shall be referred to COR listed in Section G of the Contract. ***The Study Plan shall be submitted no later than 45 days after kick-off meeting to the COR and COTR via hard copy and electronic submission. The electronic copy of the study plan should enable track changes and application of watermarks so the government can track copies it distributes internally.				COR		1	1			
				COTR		1	1			
				15. TOTAL				2	2	0
				G. PREPARED BY Tammy Tippie		H. DATE 6/19/2019		I. APPROVED BY Tracie Simmons		J. DATE 6/28/2019

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188								
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.														
A. CONTRACT LINE ITEM NO. 0005, 0012		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>										
D. SYSTEM/ITEM Navy FFRDC Comprehensive Review			E. CONTRACT/PR NO. N00014-19-C-7001		F. CONTRACTOR 1 Prospect Technologies, LLC									
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM Summary-Required Core Competencies and Changes (Draft and Final)				3. SUBTITLE									
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Section C		6. REQUIRING OFFICE See Section F									
7. DD 250 REQ XX*	9. DIST STATEMENT REQUIRED	10. FREQUENCY 2TIME/R		12. DATE OF FIRST SUBMISSION ***		14. DISTRIBUTION								
8. APP CODE N/A	B**	11. AS OF DATE ***		13. DATE OF SUBSEQUENT SUBMISSION ***		a. ADDRESSEE								
				b. COPIES										
16. REMARKS *Summary-Required Core Competencies and Changes may be provided in contractor format (subject to COR Approval). Summary-Required Core Competencies and Changes shall include at a minimum: description of what the contractor believes constitutes a core competency for an FFRDC, the names of the offices consulted in gathering core competency requirements, a description of core competencies specific enough to enable adequate guidance to be set by the government for the FFRDC in shaping its future capabilities. **Distribution Statement B. Distribution authorized to U.S. Government Agencies only (Administrative/Operational Use), Date (6/17/2019). Other requests for this document shall be referred to COR listed in Section G of the Contract. ***The Summary-Required Core Competencies and Changes shall be submitted no later than 90 days after kick-off meeting for draft version and 30 days after receipt of edits provided by Government for the final version to the COR and COTR via hard copy and electronic submission. The electronic copy of the draft version should enable track changes and the final copy should enable the future application of watermarks so the government can track copies it distributes internally.						COR		1	1					
						COTR		1	1					
						15. TOTAL						2	2	0
						G. PREPARED BY Tammy Tippie			H. DATE 6/19/2019		I. APPROVED BY Tracie Simmons		J. DATE 6/28/2019	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188					
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.											
A. CONTRACT LINE ITEM NO. 0006, 0012		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>							
D. SYSTEM/ITEM Navy FFRDC Comprehensive Review			E. CONTRACT/PR NO. N00014-19-C-7001		F. CONTRACTOR I Prospect Technologies, LLC						
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Summary-Suitability of Alternative Sources (Draft and Final)				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Section C		6. REQUIRING OFFICE See Section F						
7. DD 250 REQ XX*	9. DIST STATEMENT REQUIRED	10. FREQUENCY 2TIME/R	12. DATE OF FIRST SUBMISSION ***	14. DISTRIBUTION							
8. APP CODE N/A	B**	11. AS OF DATE ***	13. DATE OF SUBSEQUENT SUBMISSION ***	a. ADDRESSEE		b. COPIES					
						Draft	Final Reg Repro				
16. REMARKS *Summary-Suitability of Alternative Sources may be provided in contractor format (subject to COR Approval). Summary-Suitability of Alternative Sources shall include at a minimum: a list of the information sources used to determine alternative sources, description of the methodology used to determine suitability, discussion of the market availability of the alternative sources. **Distribution Statement B. Distribution authorized to U.S. Government Agencies only (Administrative/Operational Use), Date (6/17/2019). Other requests for this document shall be referred to COR listed in Section G of the Contract. ***The Summary-Suitability of Alternative Sources shall be submitted no later than 120 days after kick-off meeting for draft version and 30 days after receipt of edits provided by Government for the final version to the COR and COTR via hard copy and electronic submission. The electronic copy of the draft version should enable track changes and the final copy should enable the future application of watermarks so the government can track copies it distributes internally.				COR		1	1				
				COTR		1	1				
								15. TOTAL		2	2
				G. PREPARED BY Tammy Tippie		H. DATE 6/19/2019		I. APPROVED BY Tracie Simmons		J. DATE 6/28/2019	

17. PRICE GROUP
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188						
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.												
A. CONTRACT LINE ITEM NO. 0007, 0012		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER X								
D. SYSTEM/ITEM Navy FFRDC Comprehensive Review			E. CONTRACT/PR NO. N00014-19-C-7001		F. CONTRACTOR 1 Prospect Technologies, LLC							
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM Summary- FFRDC Effectiveness (Draft and Final)				3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Section C		6. REQUIRING OFFICE See Section F							
7. DD 250 REQ XX*	9. DIST STATEMENT REQUIRED	10. FREQUENCY 2TIME/R	12. DATE OF FIRST SUBMISSION ***		14. DISTRIBUTION							
8. APP CODE N/A	B**	11. AS OF DATE ***	13. DATE OF SUBSEQUENT SUBMISSION ***		a. ADDRESSEE		b. COPIES					
					Draft	Final Reg Repro						
16. REMARKS Summary-FFRDC Effectiveness may be provided in contractor format (subject to COR Approval). Summary-FFRDC Effectiveness shall include at a minimum: a description of the methodology used to assess effectiveness, findings of effectiveness by type of FFRDC effort or task type, product area and core competency, an overall evaluation of how well the FFRDC's analysis meets decision maker's requirements for timeliness, relevance and useability. **Distribution Statement B. Distribution authorized to U.S. Government Agencies only (Administrative/Operational Use), Date (6/17/2019). Other requests for this document shall be referred to COR listed in Section G of the Contract. ***The Summary-FFRDC Effectiveness shall be submitted no later than 150 days after kick-off meeting for draft version and 30 days after receipt of edits provided by Government for the final version to the COR and COTR via hard copy and electronic submission. The electronic copy of the draft version should enable track changes and the final copy should enable the future application of watermarks so the government can track copies it distributes internally.					COR		1	1				
					COTR		1	1				
					15. TOTAL					2	2	0
					G. PREPARED BY Tammy Tippie		H. DATE 6/19/2019		I. APPROVED BY Tracie Simmons		J. DATE 6/28/2019	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>									
A. CONTRACT LINE ITEM NO. 0008, 0012		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>					
D. SYSTEM/ITEM Navy FFRDC Comprehensive Review			E. CONTRACT/PR NO. N00014-19-C-7001		F. CONTRACTOR 1 Prospect Technologies, LLC				
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM Summary- FFRDC Efficiency (Draft and Final)				3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Section C			6. REQUIRING OFFICE See Section F			
7. DD 250 REQ XX*	9. DIST STATEMENT REQUIRED B**	10. FREQUENCY 2TIME/R		12. DATE OF FIRST SUBMISSION ***		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE ***		13. DATE OF SUBSEQUENT SUBMISSION ***		a. ADDRESSEE		b. COPIES	
						Draft	Final Reg Repr		
16. REMARKS *Summary-FFRDC Efficiency may be provided in contractor format (subject to COR Approval). Summary-FFRDC Efficiency shall include at a minimum: a description of the methodology used to assess efficiency, findings of efficiency by type of FFRDC effort or task type, product area and core competency, benchmarks for alternative sources that enable comparison between the FFRDC and other sources. **Distribution Statement B. Distribution authorized to U.S. Government Agencies only (Administrative/Operational Use), Date (6/17/2019). Other requests for this document shall be referred to COR listed in Section G of the Contract. ***The Summary-FFRDC Efficiency shall be submitted no later than 165 days after kick-off meeting for draft version and 30 days after receipt of edits provided by Government for the final version to the COR and COTR via hard copy and electronic submission. The electronic copy of the draft version should enable track changes and the final copy should enable the future application of watermarks so the government can track copies it distributes internally.						COR	1	1	
						COTR	1	1	
						15. TOTAL →			
G. PREPARED BY Tammy Tippie			H. DATE 6/19/2019		I. APPROVED BY Tracie Simmons		J. DATE 6/28/2019		

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<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>		
D. SYSTEM/ITEM Navy FFRDC Comprehensive Review			E. CONTRACT/PR NO. N00014-19-C-7001		F. CONTRACTOR 1 Prospect Technologies, LLC	
1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM Intentionally Left Blank				3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE See Section C		6. REQUIRING OFFICE See Section F	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		
14. DISTRIBUTION				b. COPIES		
16. REMARKS Intentionally Left Blank. FFRDC Assessment Report Task removed from PWS by the Government.				Draft		
				<div style="display: flex; justify-content: space-between;"> <div>Final</div> <div>Reg</div> <div>Repro</div> </div>		
				15. TOTAL →		
				G. PREPARED BY Tammy Tippie		H. DATE 6/19/2019

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

Performance Work Statement (PWS)

Center for Naval Analysis (CNA) Comprehensive Review

1.0. General

1.1 Background

The federal government supports research and development (R&D) that is conducted by a wide variety of performers, including federally owned and operated laboratories, universities, private companies, and other research institutions. A special class of research institutions referred to as federal funded research and development centers, or FFRDCs, are sponsored the federal government, but operated by contractors, including universities, other non-profit organizations, and industrial firms. FFRDCs are intended to provide federal agencies with R&D capabilities that cannot be effectively met by the federal government or the private sector alone. Essentially, FFRDCs are intended to only perform work that cannot be done by other contractors. Additionally, FFRDCs are not allowed to use their special access to privileged information, equipment, or property to compete with the private sector for federal R&D contracts. FFRDCs are classified in three “activity type” categories under a system established by DOD and managed by NSF: R&D laboratory, study and analysis center, or system engineering and integration center. R&D laboratories maintain long-term competencies in technology areas that cannot be effectively met by the federal government or the private sector alone. Study and analysis centers deliver independent and objective analysis and advice in support of policy development, alternative approaches and new concepts. System engineering and integration centers provide technical and engineering capabilities not available in a federal agency to ensure complex systems meet operational requirements. The following issues have been of particular interest: the effectiveness of federal agency oversight and management of FFRDCs, competition between FFRDCs and the private sector for federal R&D funding; the diversification of FFRDC activities or “mission creep” and the award of noncompetitive FFRDC management and operation contracts. In order to ensure FFRDCs are used appropriately and to validate the need for continued existence of an FFRDC, the primary sponsor is required to conduct a comprehensive review of the FFRDC and obtain USD(R&E) approval prior to entering into a sponsoring agreement with, and awarding a contract to, a parent organization for operation of the FFRDC. The Navy is conducting a comprehensive review of the Center for Naval Analysis which currently operates the Navy’s FFRDC in accordance with timelines necessary for adjustment and renewal of the sponsoring agreement, if deemed appropriate.

1.2. Scope

Pursuant to Part 35.017 of the FAR and DOD Instruction 5000.77, on behalf of the primary sponsor, the Deputy Chief of Naval Operations, Integration of Capabilities and Resources (N8) is conducting the comprehensive review of the Navy’s FFRDC, the Center for Naval Analysis.

It is imperative that all personnel come with extensive program review expertise and experience applying that expertise to analytic programs. The review shall be consistent with the comprehensive review guidelines found in Section 10 of DOD Instruction 5000.77.

2.0. Specific Tasks

2.1 Create a comprehensive review study plan and guidelines

The contractor will assist the government in designing the study plan for the comprehensive review. The contractor will suggest analytic approaches and methodologies to be used in assessments, identify populations for sampling and suggest sampling parameters for products, sponsors and other items of interest.

2.2 Determine the need for and specify FFRDC core competencies

The contractor will conduct an examination of the Department of Navy's special technical needs and mission requirements currently performed by the FFRDC to determine if, and at what level, the technical needs and mission requirements continue to exist. The review will identify suggested requirements for FFRDC support, including known specific programs involved, the level of effort required, and the types of tasks to be performed. The review will also identify any potential new requirements for FFRDC support, if any.

2.3 Determine the ability of alternative sources to meet the Department of Navy's needs.

The contractor will review the special research, engineering, or analytical skills, and capabilities required to accomplish FFRDC tasks and suggest explanations of why government personnel, for-profit or not-for-profit contractors, university-affiliated organizations, or other existing FFRDCs cannot meet those requirements as effectively. The review results should document the alternatives considered and the rationale for rejecting any alternative. -

2.4 Assess the effectiveness of the FFRDC

The contractor will provide an assessment of the effectiveness of the FFRDC in meeting the Department of Navy's needs including the FFRDC's ability to maintain its objectivity, independence, quick response capability, currency in its field(s) of expertise, and familiarity with the primary sponsor's needs.

2.4.1. The contractor will work with major work sponsors, to be identified by the contracting officer, COR and COTR, to review and summarize FFRDC accomplishments in meeting work sponsors' needs since the last comprehensive review.

2.4.2. The contractor will assess the effectiveness at meeting work sponsor needs since the last comprehensive review and report on any gaps or deficiencies identified

At a minimum, the assessment for 2.4 should include:

- a. The quality of the work produced by the FFRDC.
- b. The work sponsor evaluations of performance of the FFRDC.
- c. An independent assessment of the FFRDC's performance
- d. Results of performance reviews conducted during the current contract period.
- e. Any criticisms or concerns that work sponsors had with the FFRDC's performance and the steps taken to resolve those issues.

2.5. Assess the efficiency of the FFRDC

The contractor will assist the government in conducting an assessment of the efficiency of the FFRDC in meeting the Department of Navy's needs. The contractor will conduct an assessment of return on investment (ROI) based on the timelines, dollar value and effectiveness of the FFRDCs performance determined in task 2.4. At a minimum, the summary should include:

- (a) The timeliness of the work produced by the FFRDC.
- (b) The number and dollar value of projects assessed.
- (c) Overall evaluations of performance that take into account both the work sponsor evaluations and independent assessments in 2.4.
- (d) Comparison with potential ROI based on other sources of support

2.6 Assess the FFRDC's management controls

The contractor will assist the government in conducting an assessment of the FFRDC's management controls to ensure cost-effective operations. Areas of consideration should include accounting and purchasing systems; overhead costs and fees; oversight actions taken to verify cost-effective operations; and other management practices as deemed appropriate.

2.7 Assess the effectiveness of government management controls (Option)

The contractor will assist the government offices managing the FFRDC with an assessment of the Department of Navy's oversight policies, processes, procedures and management controls to ensure the most cost-effective operations that also maximize FFRDC value delivered. At a minimum this assessment will include

- a. Identification of best practices for the management and oversight of FFRDCs needs for data, equipment and building access.
- b. Suggest best practice processes for the design, approval and oversight of FFRDC task orders.
- c. Suggestions for an on-going methodology for assessing the quality of FFRDC products and services.

- d. Suggestions for both passive and active methods for gathering, analyzing, and communicating customer experience, customer use behavior and feedback information from primary work sponsors to support FFRDC product, process and service improvements.

2.8 Kickoff Meeting, Monthly Interim Project Reviews (IPR), and Monthly Project Status Reports

The contractor shall coordinate and conduct an in-person kickoff meeting with the contracting officer, COR, and COTR within 10 days of contract award.

The contractor shall provide Interim Project Reviews (IPR) on a monthly basis, in person or by teleconference. Interim Project Reviews will be used to manage and report on project schedule, emerging results, budget, risks, and invoices.

The contractor shall provide Monthly Project Status Reports, both hard copy and electronically. Monthly Project Status Reports will capture the information provided from the monthly Interim Project Reviews, and will be used to manage and document project schedule, emerging results, budget, risks, and invoices.

2.9. Program Management

The Contractor shall designate a Program Manager (PM) who will be responsible for the overall performance of the contract to include accurate and timely submission of invoices, deliverables, bi-weekly interim project reviews, monthly project status reports, and monthly financial status reports.

2.10 Other Direct Cost (ODCs)

- Travel/Material/Reproduction – All travel shall be in accordance with the Government's Joint Travel Regulations (JTR) or Federal Travel Regulation (FTR). All travel will be at the request of the government. Travel vouchers and all supporting documents must be submitted with the invoice. Travel will be required as a condition of contractor performance and will only be performed at the request of the government. A trip report shall be submitted within two (2) business days following the completion of required travel. Report shall include as a minimum, the purpose of the trip, date of travel, task it is supporting, and significant outcome of the trip. Other Direct Costs (ODCs) shall not to exceed \$10,000.

3.0 Deliverables

All deliverables shall be submitted under official company letterhead, without proprietary markings, signed by designated company representative, both hard copy and electronically, unless directed otherwise. The cover letter shall be addressed to the Contracting Officer's Technical Representative (COTR) unless otherwise directed. The

cover letter shall include as a minimum, the title of the applicable deliverable, date performed, and the appropriate contract number and task order number to which the deliverable applies.

ITEM	PWS REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
1	2.8	In person Kick-Off Meeting	10 days after award	N/A
2	2.8	Kick-Off Meeting Summary Report	10 days after meeting	PM, COR, COTR, Contracting Officer
3	2.8	Conduct Monthly Project Reviews in person or by teleconference	30 days after Kick-Off Meeting and then monthly thereafter	PM, COR, COTR, Contracting Officer
4	2.8	Monthly Project Status Reports	10 days after the last day of each month	PM, COR, COTR, Contracting Officer
5	2.1	Study Plan Draft	45 days after Kick-Off meeting	PM, COR, COTR
6	2.1	Study Plan Final	15 days after receipt of edits provided by Government	PM, COR, COTR
7	2.2	Summary of required core competencies and changes	90 days after Kick-Off meeting	PM, COR, COTR
8	2.3	Summary of suitability of alternative sources	120 days after Kick-Off meeting	PM, COR, COTR
9	2.4	Summary of FFRDC effectiveness	150 days after Kick-off meeting	PM, COR, COTR
10	2.5	Summary of FFRDC efficiency	165 days after Kick-off meeting	PM, COR, COTR
11	2.6	Summary of FFRDC management controls	180 days after Kick-off meeting	PM, COR, COTR

ITEM	PWS REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
12	2.1—2.6	Draft FFRDC assessment report	180 days after Kick-off meeting	PM, COR, COTR
13	2.1—2.6	Final FFRDC assessment report	220 days after Kick-off meeting	PM, COR, COTR
14	2.7	Draft report of government management controls review and suggestions	60 days after option exercise	PM, COR, COTR, Contracting Officer
15	2.7	Final report of government management controls review and suggestions	250 days after Kick-off meeting	PM, COR, COTR, Contracting Officer

In addition to the items listed in the table above, the contractor shall provide the following additional deliverables:

3.1 Monthly Financial Status Report

The contractor shall also provide a Financial Status Report (Exhibit A, CDRL Data Item No. A002). The report shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template found at the following site: <http://www.onr.navy.mil/en/Contracts-Grants/manage-contract.aspx>. The format for the financial status reports may be updated during the life of the website (or any successor website identified via administrative modification to the contract) and the contractor will be notified that an update version shall be used for future submissions. The report is due no later than fifteen (15) business days after the end of each month.

3.2 Quality Control Plan

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is a means by which the contractor assures that work complies with the requirements of the contract.

The Quality Control Plan (QCP) shall detail the plan the contractor will employ during contract performance. The Government will monitor the QCP during contract performance to ensure that the contractor is performing in accordance with the QCP.

The contractor shall provide a QCP within ten (10) business days of contract award (Exhibit A, CDRL Data Item No. A004). After acceptance of the QCP, the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP. When changes are made to the QCP, the contractor shall submit the revised QCP to the Contracting Officer and COR within five (5) business days of the changes (Exhibit A, CDRL Data Item No. A004).

3.3 Quality Assurance

The Government shall evaluate the contractor's performance under this contract in accordance with the contractor's QCP and the Government's Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to ensure systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this PWS. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the PWS. The QASP details how the performance standards identified in the PWS are measured, who will perform the measurement, the frequency of the surveillance, and the acceptable defect rate(s). The QASP may be updated from time to time by the Government (See Attachment 2).

3.4 Enterprise Wide Contractor Manpower Reporting Application (ECMRA) Reports

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for the performance of the services provided under this contract via a secure data collection site (Exhibit A, CDRL Data Item No. A005). The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1st through September 30th. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

4.0 **Target Audience**

The immediate customers to whom the deliverables are due are the Contracting Officer, Contracting Officer's Representative and the Contracting Officer's Technical Representative. The customers for whom the outcomes of the project are intended include: The Deputy Chief of Naval Operations, Integration of Capabilities and Resources; Assistant Secretary of the Navy for Research, Development and Acquisition; the Chief of Naval Operations, the Vice Chief of Naval Operations, CG Marine Corps Combat Development Command; and, other Department of Navy leadership as appropriate. Navy subject matter experts may also be involved in the development and delivery of the products during the course of the work.

5.0 Government Acceptance Period

The COR and COTR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying them that the deliverable has been accepted.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

The COR will have 15 business days to review deliverables and make comments. The Contractor shall have 15 days to make corrections and redeliver.

All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan, which will be incorporated into the contract as an attachment. The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

6.0 Period of Performance

The contract will consist of a nine (9) month based period and one (1), two (2) month option. The period of performance for the base period shall be from the effective date of the contract award through nine (9) months thereafter. If exercised, the period of performance for the option shall be the effective date of the option exercise through two (2) months thereafter. ~~running concurrently with the base period.~~

7.0 Place of Performance

The primary place of performance for this effort will be at the contractor's facilities. Some meetings and work may take place onsite at the Pentagon.

QUALITY ASSURANCE SURVEILLANCE PLAN

Version – June 2010

For Navy FFRDC Comprehensive Review

Contract Number: N00014-19-C-7001

Contract Description: Firm Fixed Price, single award, 8A sole source

Contractor's Name: 1Prospect Technologies, LLC (hereafter referred to as the contractor).

1. PURPOSE.

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

The following FAR clauses may apply depending on contract type:

52.246-4 Inspection of Services – Fixed-Price

2. GOVERNMENT ROLES AND RESPONSIBILITIES.

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (KO) - The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The KO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned KO: Tracie Simmons
Organization or Agency: Office of Naval Research
Telephone: 703-696-7827
Email: tracie.simmons@navy.mil

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the KO, the COR shall provide documentation to the KO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The contractor shall refer any changes they deem may affect contract price, terms, or conditions to the KO for action.

Assigned COR: Deeshanae Brown
Telephone: 703-693-8890
Email: deeshanae.brown@navy.mil

Assigned COTR: Tammy Tippie
Telephone: 703-693-7673
Email: tammy.l.tippie@navy.mil

3. CONTRACTOR REPRESENTATIVES:

The following employees of the contractor serve as the contractor's Program Manager and Task Manager for this contract.

a. Program Manager – Virginia Lopez
Telephone: 210-714-1352
Email: Virginia.lopez@lprospect.com

a. Alternate Program Manager – Kristine Kilmister
Telephone: 202-365-2464
Email: kristinekilmister@centerforhci.org

b. Task Manager – N/A
Telephone:
Email:

c. Other Contractor Personnel – N/A
Title:
Telephone:
Email:

4. PERFORMANCE STANDARDS.

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Deliverables Schedule, paragraph 3.0 in the Performance Work Statement and the Contract Data Requirements List includes performance standards. The Government shall use examination of past performance and these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

The Acceptable Quality Level (AQL) for all deliverables is a report, prepared and fully documented in accordance with accepted scientific community standards that provides adequate data and insight based on the best determination of the contractor PM and government COTR.

5. METHODS OF QA SURVEILLANCE.

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

Regardless of the surveillance method, the COR shall always contact the contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the COTR, shall be responsible for monitoring the contractor's performance in meeting a specific performance standard/AQL.

a. DIRECT OBSERVATION. (Can be performed periodically or through 100% surveillance.) The COTR will meet with the contractor periodically to examine interim products and data analyses as the project unfolds. The exact schedule will be determined in coordination with the contractor during the study plan development phase and will be adjusted as necessary.

b. Progress or status meetings.

The COR and COTR will meet with the contractor per the deliverables schedule contained in the PWS.

c. Analysis of contractor's progress reports. (Evaluate cost, schedule, etc.)

Cost and schedule will be examined each month in conjunction with the monthly progress report. Progress is anticipated to match the schedule laid out in the table of deliverables in paragraph 3.0 of the statement of work and the Contract Data Requirements List.

Surveillance results may be used as the basis for actions (to include payment deductions) against the contractor. In such cases, the Inspection of Services clause in the Contract becomes the basis for the KO's actions.

8. RATINGS.

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

EXCEPTIONAL:	Performance significantly exceeds contract requirements to the Government's benefit.
SATISFACTORY:	Performance meets contractual requirements.
UNSATISFACTORY:	Performance does not meet contractual requirements.

9. DOCUMENTING PERFORMANCE.

Documentation must be accurate and thorough. Completeness, currency, accuracy and consistency with accepted scientific documentation support both satisfactory and unsatisfactory performance.

a. ACCEPTABLE PERFORMANCE.

The Government shall document positive performance. A report template is attached. Any report may become a part of the supporting documentation for fixed fee payments, award fee payments, or other actions.

b. UNACCEPTABLE PERFORMANCE.

When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's task manager or on-site representative. A CDR template is attached to this QASP.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the KO.

10. FREQUENCY OF MEASUREMENT.

a. Frequency of Measurement.

During contract/order performance, the COR shall take periodic measurements, monthly as specified in the AQL of the Performance Standards Summary above, the CDRLs and the deliverables paragraph in 3.0 of the PWS, and shall analyze whether the negotiated frequency of measurement is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

The COR shall meet with the contractor monthly to assess performance and shall provide a written assessment.

PERFORMANCE REPORT

1. CONTRACT NUMBER: N00014-19-C-7001

2. Prepared by: <insert COR or COTR name>

3. Date and time of observation:

4. Observation:

<Examples of items to include in a report are:

- Method of surveillance.
- How frequently you conducted surveillance.
- Surveillance results.
- Number of observations.>

Prepared by: <insert name>

Signature – Contracting Officer’s Representative or
Contracting Officer’s Technical Representative

Date

CONTRACT DISCREPANCY REPORT (CDR)

1. Contract Number: N00014-19-C-7001

2. TO: (Contractor Task Manager or on-site representative) <insert name>

3. FROM: (Name of COR) <insert name>

4. Date and time observed discrepancy:

5. DISCREPANCY OR PROBLEM:

<Describe in detail. Identify any attachments.>

5. Corrective action plan:

A written corrective action plan < is / is not > required.

< If a written corrective action plan is required include the following. > The written Corrective Action Plan will be provided to the undersigned not later than < # days after receipt of this CDR. >

Prepared by: <Enter COR's name>

Signature – Contracting Officer's Representative

Date

Received by:

Signature - Contractor Task Manager or on-site representative

Date

< The COR may initiate a CDR at any time, including whenever the number of monthly recorded defects for a performance standard exceeds the allowable number of defects; anytime unacceptable performance is determined critical in nature and requires formal corrective action; and whenever an unfavorable trend is detected in contractor performance.>

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)

OMB No. 0704-0567
OMB approval expires:
20220531

The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.

1. CLEARANCE AND SAFEGUARDING

a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED
(See Instructions)

Secret

**b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/
MATERIAL REQUIRED AT CONTRACTOR FACILITY**

None (See instructions)

2. THIS SPECIFICATION IS FOR: (X and complete as applicable.)

- ☒ **a. PRIME CONTRACT NUMBER** (See instructions.)
N00014-19-C-7001
- ☐ **b. SUBCONTRACT NUMBER**
- ☐ **c. SOLICITATION OR OTHER NUMBER** **DUE DATE** (YYYYMMDD)
N00014-19-R-SS14

3. THIS SPECIFICATION IS: (X and complete as applicable.)

- ☒ **a. ORIGINAL** (Complete date in all cases.) **DATE** (YYYYMMDD)
20190806
- ☐ **b. REVISED** (Supersedes all previous specifications.)
REVISION NO. **DATE** (YYYYMMDD)
- ☐ **c. FINAL** (Complete Item 5 in all cases.) **DATE** (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? ☒ No ☐ Yes If yes, complete the following:

Classified material received or generated under _____ **(Preceding Contract Number) is transferred to this follow-on contract.**

5. IS THIS A FINAL DD FORM 254? ☒ No ☐ Yes If yes, complete the following:

In response to the contractor's request dated _____ **, retention of the classified material is authorized for the period of:** _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

1PROSPECT TECHNOLOGIES, LLC
3215 W. STATE STREET
SUITE 309E
MILWAUKEE WI 53208

b. CAGE CODE

3B3Y0

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)
DEFENSE SECURITY SERVICE (IOFNS)
303 FOUNTAINS PARKWAY, SUITE 303
FAIRVIEW HEIGHTS, IL 62208

7. SUBCONTRACTOR(S) (Click button if you choose to add or list the subcontractors
-- but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)

8. ACTUAL PERFORMANCE (Click button to add more locations.)

a. LOCATION(S) (For actual performance, see instructions.)

b. CAGE CODE
(If applicable,
see Instructions.)

c. COGNIZANT SECURITY OFFICE(S) (CSO)

(Name, Address, ZIP Code, Telephone required; Email Address optional)

9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT

In order to ensure FFRDCs are used appropriately and to validate the need for continued existence of an FFRDC, the primary sponsor is required to conduct a comprehensive review of the FFRDC and obtain USD(R&E) approval prior to entering into a sponsoring agreement with, and awarding a contract to, a parent organization for operation of the FFRDC. The Navy is conducting a comprehensive review of the Center for Naval Analysis which currently operates the Navy's FFRDC in accordance with timelines necessary for adjustment and renewal of the sponsoring agreement.

10. CONTRACTOR WILL REQUIRE ACCESS TO: (X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions.)☐ a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION☐ b. RESTRICTED DATA☐ c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI)
(If CNWDI applies, RESTRICTED DATA must also be marked.)☐ d. FORMERLY RESTRICTED DATA☐ e. NATIONAL INTELLIGENCE INFORMATION:☐ (1) Sensitive Compartmented Information (SCI)☒ (2) Non-SCI☐ f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION☐ g. NORTH ATLANTIC TREATY ORGANIZATION
(NATO) INFORMATION☐ h. FOREIGN GOVERNMENT INFORMATION☐ i. ALTERNATIVE COMPENSATORY CONTROL MEASURES
(ACCM) INFORMATION☐ j. CONTROLLED UNCLASSIFIED INFORMATION (CUI)
(See instructions.)☒ k. OTHER (Specify) (See instructions.)

SIPRNET access

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: (X all that apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions.)☒ a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT
ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT
ACTIVITY(Applicable only if there is no access or storage required at contractor facility.
See instructions.)☐ b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY☐ c. RECEIVE, STORE, AND GENERATE CLASSIFIED
INFORMATION OR MATERIAL☐ d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE☐ e. PERFORM SERVICES ONLY☐ f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE
THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST
TERRITORIES☒ g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE
TECHNICAL INFORMATION CENTER (DTIC) OR OTHER
SECONDARY DISTRIBUTION CENTER☐ h. REQUIRE A COMSEC ACCOUNT☐ i. HAVE A TEMPEST REQUIREMENT☐ j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS☐ k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE☐ l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED
INFORMATION (CUI).(DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI
protection requirements. Non-DoD Components: see instructions.)☐ m. OTHER (Specify) (See instructions.)**12. PUBLIC RELEASE**

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPOM) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. (See instructions)

☐ DIRECT☒ THROUGH (Specify below)

Chief of Naval Operations (N803)

Public Release Authority:

Ms. Deeshanae Brown, 703-693-8890; Deeshanae.brown@navy.mil

13. SECURITY GUIDANCE

The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF.)

****Any classified information generated in the performance of this contract shall be classified according to the markings shown on the source material. Further classification guidance will be provided as necessary by the Program Officer.**

***Additionally, all classified material derived from other classified sources will perpetuate the highest classification and any special caveats pertaining thereto.**

-OPNAVINST 3811.1F, Threat Support to the Defense Acquisition System of 16 May 2016

-OPNAVINST 3880.6A, Scientific and Technical Intelligence Liaison Officer (STILO) Program and Intelligence Support for the Naval Research, Development, Test and Evaluation, and Acquisition Communities, of 05 Nov 07

-DoD M-5200.01 Volume 4, DoD Information Security Program: Controlled Unclassified Information (CUI) of 2/24/2012

- Further classification guidance will be provided as necessary by the Program Officer

*The contractor will follow all the required policies and procedures as written in the National Industrial Security Program Operating Manual (NISPOM) dated Feb. 28, 2006, to include Change 2 dated May 18, 2016.

- Item 8(a): Primary work location will be at Chief of Naval Operations (N803) (Pentagon).

Contractor is not authorized to safeguard, generate or have access to classified information/hardware at the contractor's facility.

- Item 10.e (2): Access to Non-SCI information requires a need-to-know and a final U.S. Government clearance commensurate with the level of this contract. Prime contractor shall submit a written request to release Intelligence Information to the official listed in Item 17.a

- Item 10 (k): Personnel who require access to SIPRNET must receive a NATO security briefing prior to access from the contractor's Facility Security Officer (FSO). However, this contract does not require access to NATO classified information and there is not a need to know for NATO classified information. Therefore, the contractor shall not use the SIPRNET for anything except that which is required for this contract. The contractor shall not access, download or further disseminate any special access data (i.e. intelligence, NATO, COMSEC, etc.) outside the execution of the defined contract requirements and without the guidance and written permission of the program/project sponsor. Contractor personnel will utilize SIPRNet at government facility.

- Item 11(g): Contractor shall prepare and process DD forms 1540 and 2345 prior to requesting these services.

1. Document preparation and distribution shall be only as prescribed by the Program Officer.

2. Forward copies of any subcontractor DD254's issued incident to this contract to the official shown in item 17.a below.

3. To obtain documentation/information submit requests to official listed in 17.a on DD254.

4. The attached FOUO/Controlled Unclassified Information (CUI) and Intelligence Information Sheet are hereby made a part of this DD 254.

COR: Ms. Deeshanae Brown

OPNAV N803

(703) 693-8890; deeshanae.brown@navy.mil

List of Attachments (All Files Must be Attached Prior to Signing, i.e., for any digital signature on the form)

NAME & TITLE OF REVIEWING OFFICIAL

SIGNATURE

14. ADDITIONAL SECURITY REQUIREMENTS

Requirements, in addition to NISPOM requirements for classified information, are established for this contract.

☒ No ☐ Yes

*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the CSO. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted.
(See instructions for additional guidance or use of the fillable PDF.)*

15. INSPECTIONS

Elements of this contract are outside the inspection responsibility of the CSO.

☒ No ☐ Yes

*If Yes, explain and identify specific areas and government activity responsible for inspections. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted.
(See instructions for additional guidance or use of the fillable PDF.)*

16. GOVERNMENT CONTRACTING ACTIVITY (GCA) AND POINT OF CONTACT (POC)**a. GCA NAME**

Office of Naval Research

c. ADDRESS (Include ZIP Code)875 N. Randolph St.
Arlington, VA 22203-1995**d. POC NAME**

Tracie Simmons

b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions)

N00014

e. POC TELEPHONE (Include Area Code)

+1 (703) 696-7827

f. EMAIL ADDRESS (See Instructions)

tracie.simmons@navy.mil

17. CERTIFICATION AND SIGNATURES

Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below. Upon digitally signing Item 17h, no changes can be made as the form will be locked.

a. TYPED NAME OF CERTIFYING OFFICIAL (Last, First, Middle Initial)
(See Instructions)

Woodfolk, Torri D.

d. AAC OF THE CONTRACTING OFFICE
(See Instructions)

N00014

h. SIGNATURE

Digitally signed
WOODFOLK by
K. TORRI.D
ORRI.DANIEL
ANIELLE.1
383982894
LE.1383982894
Date: 2019.08.06
14:57:13 -04'00'

b. TITLE

Contracting Officer for Security Matters

e. CAGE CODE OF THE PRIME CONTRACTOR
(See Instructions.)**c. ADDRESS (Include ZIP Code)**Office of Naval Research, 043
One Liberty Center, 875 N. Randolph Street
Arlington, VA 22203-1995**f. TELEPHONE (Include Area Code)**

+1 (703) 696-8177

i. DATE SIGNED
(See Instructions)

20190806

g. EMAIL ADDRESS (See Instructions)

torri.powell@navy.mil

18. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL☒ **a. CONTRACTOR**☐ **b. SUBCONTRACTOR**☒ **c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR**☐ **d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION**☒ **e. ADMINISTRATIVE CONTRACTING OFFICER**☒ **f. OTHER AS NECESSARY** (If more room is needed, continue in Item 13 or on additional page if necessary.)

N803, Code 25, 0543

INTELLIGENCE INFORMATION SHEET

1. The material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all intelligence released and any material using data from the intelligence will be returned to the releasing contracting command or activity [Chief of Naval Research (ONR 43)] for final disposition unless retention is authorized. The contracting command or activity [Chief of Naval Research (ONR 43)] will provide a copy of the retention authorization to ONI-5.
2. Contractors will not release the intelligence material to any activity or person of the contractor's organization not directly engaged in providing services under the contract or to another contractor (including sub-contractors), government agency, private individual, or organization without prior approval of the originator of the material, as outlined in governing directives, and prior approval and certification of need-to-know by the designated project manager/contract sponsor [Chief of Naval Research (ONR 43)].
3. Intelligence material will not be released to foreign nationals or immigrant aliens who may be employed by the contractor, regardless of the level of their security clearance or access authorization, except with the specific permission of ONI-5 requested via the Chief of Naval Research (ONR 43).
4. Intelligence material will not be reproduced without prior approval of the originator. All intelligence material shall bear a prohibition against reproduction while in the custody of the contractor.
5. Contractors will maintain records which will permit them to furnish, on demand, the names of individuals who have access to intelligence material in their custody.

CONTROLLED UNCLASSIFIED INFORMATION (CUI) ADDENDUM

1. General: In addition to classified information, certain types of unclassified information also require application of access and distribution controls and protective measures for a variety of reasons. Such information is referred to collectively as Controlled Unclassified Information (CUI). This CUI Addendum identifies the controls and protective measures developed for DoD CUI (i.e., For Official Use Only (FOUO)).

a. For Official Use Only (FOUO): FOUO is a dissemination control applied by the Department of Defense to unclassified information when disclosure to the public of that particular record, or portion thereof, would reasonably be expected to cause a foreseeable harm to an interest protected by one or more of Freedom of Information Act (FOIA) Exemptions 2 through 9, DoD 5400.7-R, and the Privacy Act of 1974, as amended.

2. CUI Markings: Prescribed marking of CUI documents and other media containing CUI will be in accordance with DoDM 5200.01, Volume 4.

3. Access to CUI: No person may have access to information designated as CUI unless that person has been determined to have a valid need for such access in connection with the accomplishment of a lawful and authorized Government purpose. Refer to DoDM 5200.01 Volume 4 for specific access requirements for each type of CUI.

4. Protection of CUI: During working hours, reasonable steps shall be taken to minimize the risk of access by unauthorized personnel (e.g., not reading, discussing, or leaving CUI material unattended where unauthorized personnel are present). After working hours, CUI may be stored in unlocked containers, desks, or cabinets if Government or Government-contract building security is provided. If such building security is not provided or is deemed inadequate, the information shall be stored in locked desks, file cabinets, bookcases, locked rooms, etc. Refer to DoDM 5200.01 Volume 4 for specific requirements for each type of CUI.

5. Dissemination of CUI: Each category of CUI has specific requirements for how that information can be disseminated via mail, e-mail, posted on websites, etc. Refer to DoDM 5200.01, Volume 4 for specific requirements for how each type of CUI can be disseminated.

6. Destruction of CUI: CUI material shall be disposed of according to the provisions of DoDM 5200.01, Volume 4. Any method approved for the destruction of classified can be used to destroy CUI.

7. Unauthorized Disclosure of CUI: Unauthorized disclosures of CUI information does not constitute a security violation however, appropriate management action shall be taken to fix responsibility for unauthorized disclosure of CUI whenever feasible or required by other guidance. Appropriate disciplinary action shall be taken against those responsible. Unauthorized disclosure of some CUI, e.g., information protected by "The Privacy Act of 1974, as amended" or export-controlled technical data may also result in civil and criminal sanctions against responsible persons. All unauthorized disclosures of CUI will be immediately reported to the Security Manager of the Government Agency sponsoring the contractor.



DEPARTMENT OF THE NAVY
OFFICE OF NAVAL RESEARCH
875 NORTH RANDOLPH STREET
SUITE 1425
ARLINGTON, VA 22203-1995

IN REPLY REFER TO:

6 August 2019

CONTRACTING OFFICER'S REPRESENTATIVE
DESIGNATION LETTER

From: Tracie Simmons, ONR 253
To: Deeshanae Brown, OPNAV N803

Subj: Designation as Contracting Officer's Representative (COR)

Ref: (a) FAR 1.602
(b) DFARS 201.602-2
(c) DFARS PGI 201.602-2
(d) ONRINST 4205.2D

1. Pursuant to references (a) through (d), you are hereby designated as the Contracting Officer's Representative (COR) for the administration of the following contract/order:

Contract Number: N00014-19-C-7001

For: Navy FFRDC Comprehensive Review Support Service

Name of Contractor: 1Prospect Technologies, LLC
3215 West State Street, Suite 309A
Milwaukee, WI 53208

Contract Period: Base: 7 August 2019 to 7 May 2020
Option (if exercised): 2 months from date of option exercise

2. You are authorized by this designation to take action with respect to the following:

a. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications.

b. Perform acceptance for the Government of services performed under this contract. You are the designated Government Official to receive and accept invoices for payment (only for non-Cost Plus Fixed Fee contracts) in the appropriate DFAS office via iRAPT. You are advised that all invoices shall be reviewed as to completeness, accuracy and in accordance with the contract as awarded and by signing the acceptance, you are attesting that the invoice is valid and accurate.

c. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining

to the contract shall be signed as "Contracting Officer's Representative" and a copy shall be furnished to the contracting officer.

d. Monitor the contractor's performance; notify the contractor of deficiencies observed and direct appropriate action to effect correction. Record and report to the PCO incidents of faulty or nonconforming work, delays or problems.

3. You are not empowered to award, agree to or sign any contract (including delivery orders) or contract modifications or in any way obligate the payment of money by the Government. You may not take any action which may affect contract or delivery order schedules, funds or scope. The Procuring Contracting Officer (PCO) shall make all contractual agreements, commitments or modifications that involve price, quantity, quality, delivery schedules or other terms and conditions of the contract.

4. You may be personally and financially liable for unauthorized acts.

5. You may not re-delegate, re-designate or transfer your COR authority.

6. You must meet the qualification requirements established in this instruction for the specific type of standard (A, B or C).

7. This designation as a COR shall remain in effect through the life of the contract, unless revoked sooner in writing by the PCO. If you are to be reassigned or to be separated from Government service, you shall notify the PCO sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the PCO.

8. You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of this contract and to dispose of such records as directed by the PCO. As a minimum, the COR file must contain the following:

- a. A copy of COR File Checklist, NAVONR 4205/3
- b. A copy of your letter of appointment from the PCO, or any amendments thereto.
- c. A copy of the contract or the appropriate part of the contract and all contract modifications.
- d. A copy of the applicable quality assurance surveillance plan (QASP). (Applies to Services Type contracts)
- e. All correspondence pertaining to this contract, including Memorandums of Record for meetings, contractor discussions, etc.
- f. The names and position titles of individuals who serve as Key Personnel on the contract. The PCO must approve all Key Personnel.
- g. A record of inspections performed and results (as applicable).
- h. Memoranda for record or minutes of any pre-performance conferences (as applicable).

i. Memoranda for record of minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.

j. Documentation pertaining to your acceptance of performance of services, including reports and other data.

9. All Government personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R sets forth standards of conduct for all personnel directly and indirectly involved in contracting.

10. A COR who may have direct or indirect financial interest which would place the COR in a position where there is a conflict between the COR's private interests and public interests of the United States shall advise the supervisor and PCO of the conflict so the appropriate actions may be taken. COR's shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's conduct of business with the private sector.

11. As a COR you must file an OGE Form 450 "Confidential Financial Disclosure Report". This form is used to report financial interests as well as other interests outside the Government. The purpose of this report is to assist employees in avoiding conflicts between duties and private financial interests or affiliations.

12. The letter of designation must be signed by the PCO and yourself. You and your supervisor should retain copies of the executed letter of designation. The original executed letter of designation must be retained in the PCO's contract file and your copy in the COR contract file. The executed letter of designation constitutes certification for performance of your responsibilities for the time period specified under the specific contract, task or delivery order. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7-R.

13. If you have any questions regarding this nomination, please contact the undersigned Contracting Officer at (703-696-7827), or e-mail at (tracie.simmons@navy.mil).

SIMMONS.TRACIE
E.L.1048289335

Digitally signed by
SIMMONS.TRACIE.L.1048289335
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USN,
cn=SIMMONS.TRACIE.L.1048289335
Date: 2019.08.06 13:16:32 -04'00'

Tracie L. Simmons
Contracting Officer

COR ACKNOWLEDGEMENT:

I have read, understand and shall comply with the COR Appointment Letter and the Joint Ethics Regulation DOD 5500.7R. I have completed and provided evidence of the required training.

I understand that the above duties will be added to my performance objectives and be evaluated during my rating period. I also understand that I do not have the authority to obligate the government.

COR Name: Deeshanae Brown

Date: 6 August 2019

Title: Program Analyst

Phone: 703-693-8890

E-mail: Deeshanae.brown@navy.mil

Signature: BROWN.DEESHANAE.S.1271048404 Digitally signed by
BROWN.DEESHANAE.S.1271048404
Date: 2019.08.06 13:25:15 -04'00'

Note: Please sign one copy of this memorandum in the space provided, and return to the Contracting Officer/Contract Specialist, who will upload it into JAM.

**NON-DISCLOSURE AGREEMENT AND CONFLICT OF INTEREST
STATEMENT FOR CNA Comprehensive Review**

Name: _____

Job Title: _____ **Organization:** _____

Date: _____

Acknowledgment of Obligations:

1. I acknowledge I am participating in the design, oversight, execution or procurement of the comprehensive review of the Navy's FFRDC, Center for Naval Analyses (CNA) as required by DOD 5000.77.

2. I understand that FFRDCs are contractors to the federal government and not federal government agencies.

3. I understand that the comprehensive review is part of the procurement process for FFRDCs and that evidence from the comprehensive review will inform government decisions about the scope of services and procurement approach for future FFRDC contracts.

4. I understand that I may be given access to information which is proprietary and/or procurement sensitive, and belonging to the Department of Navy (DON), contractors or their suppliers. I am knowledgeable regarding the requirement of Subsection 27(a) of the Office of Federal Procurement Policy Act (also known as the Procurement Integrity Act), 41 U.S.C. sections 2010-2017 and FAR 3.104 regarding unauthorized disclosure of contractor bid and proposal information, as well as source selection information. In addition, I understand that all information is for Government use only and may be used only in the performance of work requirements necessary to carry out my duties under this comprehensive review. I also understand the requirements of 32 CFR Appendix A to Part 295 of Title 32, "For Official Use Only Material". and DOD Instruction 5230.34, "Distribution Statements on Technical Documents".

5. I understand that unauthorized disclosure of confidential information as it relates to this project could damage the integrity of this procurement and that the transmission or revelation of such information to unauthorized persons could subject me to prosecution under the Procurement Integrity Act, 41 U.S.C. Sections 2010-2017 or under other applicable laws.

6. I certify that I will not divulge, publish, discuss with, or reveal by word, conduct, or any other means, to any unauthorized representative of any business organization, federally funded research and development center (FFRDC) or university affiliated research

center (UARC) or other entity, or any unauthorized individual person, whether within or without the United States Government, any aspects of the CNA Comprehensive Review during and after my involvement in the Comprehensive Review effort. The term "any aspects" includes, but is not limited to the number and identity of Government personnel involved, information provided by Government sponsors regarding this Comprehensive Review, any communication or action taken by the government or the vendor during the conduct of the review (for example: government information provided to the vendor, data collection mechanisms used, analytic methods applied, findings, recommendations and reports provided by the vendor selected to conduct the review). Except as specifically authorized in writing by the Contracting Officer, the release of such information constitutes the unauthorized release of procurement information. I acknowledge that the unauthorized release of procurement information as defined herein may result in the termination of my participation in this procurement.

7. I understand that the information I receive will be given only to persons specifically granted access to the comprehensive review information and may not be further divulged without specific prior written approval from the contracting officer. I also agree not to remove comprehensive review documents (or any copies thereof) from authorized locations without the express approval of the Contracting Officer in charge of this comprehensive review.

8. In the event I release any of the procurement or procurement information covered hereby, I agree to so advise the senior member of the comprehensive review or evaluation review group and the Contracting Officer to which I am assigned as soon as practicable. I will promptly identify the business organization or other entity, or individual person, to whom the information in question was divulged and the content of that information.

9. I also understand that I must comply with the obligations and requirements contained in this Agreement at all times during the comprehensive review process and after completion of the evaluation as well.

10. I shall not engage in any personal, business, or professional activity or receive or retain any direct or indirect financial interest, which places me in a position of conflict between my private interest and my duties or responsibilities related to this project. The private interest of my spouse, dependent children, or any household members is considered as my private interest. If, at any time during this project/program, my participation might result in a real, apparent, possible, or potential conflict of interest, I will immediately report the circumstances in writing to the Contracting Officer.

11. Note: A conflict of interest can be the result of a personal financial interest in any of the business concerns involved in or interested in the project. The term "financial interest" includes assets owned by you, your spouse, or your dependent children such as stocks, bonds, pensions, loans, trust holdings, IRA/401K holdings, salaries, fees, consulting arrangements or commissions. "Financial interest" also includes: any position of employment with said business concerns including positions of officer, director,

trustee, employee, consultant, partner or agency; and negotiations for such employment or positions.

12. I take this obligation freely, without any mental reservation or purpose of evasion, in the absence of duress. I acknowledge I am bound by the terms of this Acknowledgment and applicable legal authorities.

Signature: _____ Date: _____

List of GFI for CNA FFRDC Comprehensive Review

Copies of any requested federal government, DOD or DON instructions, directives or reports on the management and oversight of FFRDCs that the contractor is unable to access open source.

List of studies conducted by CNA for 2013-present that identifies study title, classification level, sponsoring organization, project number and whether the final deliverable has been received by the Navy.

After the vendor has selected the sample to review this additional information will be furnished:

- 1) copies of selected task orders
- 2) copies of deliverables associated with selected task orders
- 3) detailed cost breakdown information for each task order
- 4) detailed information about analyst workload and ODC items provided to the government
- 5) sponsor POC contact information as required

The government will also provide government personnel with the appropriate clearance to apply the contractor's methods to any SCI task orders and deliverables needed for the sample and provide consolidated results back to the contractor in TS or below classification for incorporation into the final evaluation.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER 1300795072		PAGE OF 1 30	
2. CONTRACT NO. N00014-19-C-7001			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00014-19-R-SS14
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Adrian Kimbrough-Roman		b. TELEPHONE NUMBER (No collect calls) 703-588-2432		8. OFFER DUE DATE/LOCAL TIME ET
9. ISSUED BY Office of Naval Research (BD253) Tracie Simmons 703-696-7827 tracie.simmons@navy.mil 875 N. Randolph Street Arlington VA 22203-1995			CODE N00014		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A) NAICS: 541990 SIZE STANDARD: \$15.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING UNRATED	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO See Section E		CODE N00014		16. ADMINISTERED BY Office of Naval Research 875 North Randolph Street Suite 1425 Arlington VA 22203	
17a. CONTRACTOR/OFFEROR 1Prospect Technologies, LLC Attn: Lorene Reeder 3215 West State Street Suite 309A Milwaukee WI 53208		CODE 3B3Y0 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS COLUMB WEST ENTL PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339	
TELEPHONE NO. 2107221380				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				19b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See Section G						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$896,058.25	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Lorene Reeder, General Manager		30c. DATE SIGNED 8 Aug 2019		31b. NAME OF CONTRACTING OFFICER (Type or print) Tracie Simmons		31c. DATE SIGNED 8-8-2019	